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BILL NO. S-76-10-42

5 SPECIAL ORDINANCE NO. S-197-76

6 AN ORDINANCE approving a contract with
7 Hefner Chevrolet for materials for the
Board of Public Works Department.

8

9 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT
10 WAYNE, INDIANA:

11 SECTION 1. That the contract dated October 6, 1976,
12 between the City of Fort Wayne, by and through its Mayor and the
13 Board of Public Works and Hefner Chevrolet, for:

14 1 ea 1977 Full size 4-door Sedan - Lt. Blue +5,200.65
or Dark Green.

15 Including Optional Item #1-A - Air Conditioner +430.15

16 Less Trade-In (1967 4-door Sedan) - 100.00
Less Discount - 777.88

17 TOTAL: \$4,752.92

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all as more particularly set forth on Civil City Purchase Order
No. 3-34036, which is on file in the Office of the Department
of Purchasing and is by reference incorporated herein, made a
part hereof and is hereby in all things ratified, confirmed and
approved.

SECTION 2. This Ordinance shall be in full force and
effect from and after its passage and approval by the Mayor.


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Councilman

APPROVED AS TO FORM
AND LEGALITY,


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CITY ATTORNEY

Read the first time in full and on motion by Moses, seconded by
Hanga, and duly adopted, read the second time by title and referred to the Committee on Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City County Building, Fort Wayne, Indiana, on _____, the day of _____, 1976, at _____ o'clock P.M., E.S.T.

DATE: 10-26-76

Charles W. Telekawee
CITY CLERK

Read the third time in full and on motion by Moses, seconded by Olivia, and duly adopted, placed on its passage.

PASSED (PASSED) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
<u>TOTAL VOTES</u>	<u>9</u>	<u>0</u>			
<u>BURNS</u>	<u>/</u>				
<u>HINGA</u>	<u>/</u>				
<u>HUNTER</u>	<u>/</u>				
<u>MOSES</u>	<u>/</u>				
<u>NUCKOLS</u>	<u>/</u>				
<u>SCHMIDT, D.</u>	<u>/</u>				
<u>SCHIMDT, V.</u>	<u>/</u>				
<u>STIER</u>	<u>/</u>				
<u>TALARICO</u>	<u>/</u>				

DATE: 11-9-76

Charles W. Telekawee
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION) ORDINANCE (RESOLUTION) No. 8-197-76 on the 9th day of Nov, 1976.
ATTEST: (SEAL)

Charles W. Telekawee
CITY CLERK

James Stier
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 10th day of Nov, 1976, at the hour of 11:00 o'clock A. M., E.S.T.

Charles W. Telekawee
CITY CLERK

Approved and signed by me this 11th day of November, 1976,
at the hour of 5:00 o'clock E.S.T.

Robert Armstrong
MAYOR

Bill No. S-76-10-42

REPORT OF THE COMMITTEE ON PUBLIC WORKS

We, your Committee on Public Works, to whom was referred an Ordinance approving a contract with Hefner Chevrolet for materials for the Board of Public Works Department

have had said Ordinance under consideration and beg leave to report back to the Common Council that said Ordinance Do PASS.

Winfield C. Moses, Jr. - Chairman

Donald J. Schmidt - Vice-Chairman

Vivian G. Schmidt

Paul M. Burns

William T. Hinga

Winfield C. Moses, Jr.
Donald J. Schmidt
Vivian G. Schmidt
Paul M. Burns
William T. Hinga

11-9-76 CONCURRED IN
DATE 11-9-76 CHARLES W. WESTERMAN, CITY CLERK

ID REF. 739

CLOSING DATE September 30, 1976

One 1977 Full Sixe
4 Door Sedan*PA on file*

Allen County Motors
500 West Main Street
Fort Wayne, Indiana 46802
Cik# 6110-4225.00

*off OK**do cont. # 4401.00*

TOTAL \$ 5307.00
LESS TAX 15.85
LESS TRADE 90.00
LESS DISC 738.70
TOTAL 4462.45

TOTAL \$
LESS TAX
LESS TRADE
LESS DISC
TOTAL

TOTAL \$
LESS TAX
LESS TRADE
LESS DISC
TOTAL

TOTAL \$
LESS TAX
LESS TRADE
LESS DISC
TOTAL

PA on file

Hefner Chevrolet, Inc.
500 West State Street
Fort Wayne, Indiana 46805

*off OK Bill Bond**do cont. # 4301.15*

TOTAL \$ 5200.65
LESS TAX -
LESS TRADE 100.00
LESS DISC 777.88
TOTAL 4322.77

TOTAL \$
LESS TAX
LESS TRADE
LESS DISC
TOTAL

TOTAL \$
LESS TAX
LESS TRADE
LESS DISC
TOTAL

TOTAL \$
LESS TAX
LESS TRADE
LESS DISC
TOTAL

Poinsatte Motors, Inc.
200 South Clinton Street
Fort Wayne, Indiana 46802

TOTAL \$
LESS TAX
LESS TRADE
LESS DISC
TOTAL

TOTAL \$
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Terry Harbach Ford, Inc.
Woodburn, Indiana 46797

TOTAL \$
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LESS DISC
TOTAL

Bid Reference No. 739

Date September 30, 1976

Vendors Name & Address .

Allen County Motors
500 West Main Street
Fort Wayne, Indiana 46802

Fort Wayne Dodge, Inc.
P. O. Box 8068
Fort Wayne, Indiana 46801

Hefner Chevrolet, Inc.
500 East State Street
Fort Wayne, Indiana 46805

Dave McIntire, Inc.
320 West Coliseum Blvd.
Fort Wayne, Indiana 46805

Poinsatte Motors, Inc.
200 South Clinton Street
Fort Wayne, Indiana 46802

DeHaven Chevrolet, Inc.
1500 South Clinton Street
Fort Wayne, Indiana 46802

Don Ayres Pontiac
4740 Lima Road
Fort Wayne, Indiana 46808

Davis Pontiac, Inc.
312 West Main Street
Fort Wayne, Indiana 46802

Fort Wayne American Motors
4320 Coldwater Road
Fort Wayne, Indiana 46805

Collins Oldsmobile
4810 Coldwater Road
Fort Wayne, Indiana 46825

Cards Mailed

Bids Picked Up

Bids Mailed

9-17-76

9-27-76

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Bid Reference No. 739

Date September 30, 1976

Vendors Name & Address

Jim Kelly Buick, Inc.
1819 South Calhoun Street
Fort Wayne, Indiana 46804

Cards Mailed

Bids Picked Up

Bids Mailed

9-17-76

Northway-Chrysler-Plymouth
4140 Coldwater Road
Fort Wayne, Indiana 46805

"

Terry Harbach Ford
Woodburn, Indiana 46797

"

9-22-76

CITY OF FORT WAYNE

DEPARTMENT OF PURCHASES
NUMBER ONE EAST MAIN STREET
ROOM 470
FORT WAYNE, INDIANA 46802

MAIL ALL CORRESPONDENCE, CLAIM VOUCHERS ETC. TO:

Street Engineering Department

Room 740, City County Bldg
Fort Wayne, Indiana 46802

Hefner Chevrolet
500 East State St.
Ft. Wayne, Indiana 46805

1078

DELIVER TO:-

DEPARTMENT Same as above

ADDRESS
CASH DISCOUNT TERMS % IF PAID WITHIN DAYS FROM DELIVERY AND
ACCEPTANCE OF GOODS OR PERFORMANCE OF SERVICES. (DEDUCTION FOR DISCOUNT SHOWN BELOW)

PURCHASE ORDER NUMBER

3-34036

DATE October 6, 1976

REF. NO.

REQ. NO. 7

THE ABOVE INFORMATION MUST APPEAR ON
ALL INVOICES, BILLS OF LADING, DELIVERY
TICKETS, PACKAGES AND CORRESPONDENCE.
INVOICE IN DUPLICATE.

THIS PURCHASE ORDER ISSUED BY:

DEPT. DP

DATE
WANTED }

APPROPRIATION
AND FUND
NUMBER }

10-690-722

QUANTITY ORDERED	UNIT	MATERIALS, SUPPLIES OR SERVICES	UNIT PRICE	AMOUNT
		TAX EXEMPT (UNLESS OTHERWISE INDICATED)		
1	ea	1977 Full size 4-door Sedan - Lt. Blue or Dark Green Including Optional Item #1-A - Air Conditioner	5,200.65	
		Less Trade-In (1967 4-door Sedan)	430.15	
		Less Discount	\$5,630.80	
			100.00	
			777.88	
			Total	\$4,752.92
		PER BID Ref. #739		
		Delivery within 60 days AROPOL		
		SUBJECT TO COUNCILMANIC APPROVAL		
		<i>Henry P. Weidling</i> <i>E. J. D. W. LaMae</i> <i>Ward G. Scott</i>		
		XXXXXXXXXXXXXXXXXXXX	MAYOR	

I HEREBY CERTIFY THAT THE COST OF THE ABOVE PURCHASE IS FULLY COVERED BY UNENCUMBERED BALANCES IN THE ABOVE FUNDS AND THAT THE EXPENDITURE THEREFOR HAS BEEN DULY AUTHORIZED AND APPROPRIATED.

XXXXXXXXXXXX—City Controller W.G. SCHNIZER

Per

I HEREBY CERTIFY UPON MY OWN PERSONAL KNOWLEDGE THAT THIS ORDER IS AUTHORIZED BY A PROPERLY EXECUTED AND APPROVED REQUISITION ON FILE IN THIS OFFICE.

XXXXXXXXXXXX—Director of Purchases A.C. LORD

Per

**ALLEN COUNTY MOTOR'S INC. A CORPORATION
Number One Main St., Ft. Wayne, Ind. 46802**

INVITATION

Quotations, subject to the conditions on the reverse hereof, are requested on the following list of materials, supplies, equipment or services, for the department so mentioned, with delivery to destination as shown below. Quotations shall include all charges for delivery, packing, etc. Address your reply as indicated below.*

*Mail all replies and correspondence, etc. to Attn of A.C.Lord - 423-7037

DEPARTMENT OF PURCHASES

Room 470, Number One Main St., Ft. Wayne, Ind. 46802

REQUIRED FOR DELIVERY TO:

Department Street Engineering Department

Room 740 - City County Building

Address One Main Street - Fort Wayne, Indiana

RETURN ORIGINAL TO THE CITY - RETAIN DUPLICATE COPY FOR YOUR FILE

Closing

Time of Bids Thursday - September 30, 1976 - 10:00 A.M.

TAXES: THE CITY IS EXEMPT FROM FEDERAL EXCISE AND INDIANA STATE SALES TAX. THIS CITY'S INDIANA SALES TAX EXEMPTION CERTIFICATE NUMBER IS NO. 84508. PRICES SHOULD NOT INCLUDE THESE TAXES. See "Instructions to Bidders" No. 10 on reverse hereof for details.

TAX EXEMPT (Unless otherwise indicated)

Quantity	Unit	Materials, Supplies, Equipment or Services	Unit Price	Total Amount
1		<p>1977 Full Size 4 Door Sedan as per attached specifications.</p> <p>All Specifications and Questionnaire must be fully completed for consideration.</p> <p>The Non-Collusion Affidavit and Proposal and Bid Surety Form must be properly signed and returned with your bid.</p> <p>Trade-In Vehicle may be seen by contacting Street Engineering Office, 423-7161.</p> <p>Each Bidder must submit a current 1976 written Affirmative Action Program with their bid - or - have it on file with our E.E.O. Office for the current calendar year. NOTE: Forms attached must be completed in full, if not on file in E.E.O. Office. Specify Which:</p> <p>On File: <u>✓</u> Attached: _____</p>		

Bid Bond required NO YES 5% Performance Bond NO YES

See instruction Item No. 13 on reverse side hereof.

Terms % cash discount if paid within days from delivery and acceptance of goods or completion of services.

PROPOSAL OR BID

In compliance with the above invitation for bids and subject to all conditions thereof, the undersigned offers and agrees, if this bid be accepted within a reasonable time from date of closing, to furnish any or all of the items or render such services upon which prices are quoted, in accordance with the specifications applying and at the rates per copybook such item.

Delivery of any or all of the items or completion of services indicated shall be made within days from receipt of order.

IMPORTANT

As delivery may be a deciding factor in the award of an order, it is important that bidders furnish the information requested above.

Signature

ALLEN COUNTY MOTORS INC.
to Nardick Name of Company
FLEET SALES HALL

Address 500 W. MAIN ST.

City FT. WAYNE IND Date 9/28/76

GENERAL CONDITIONS, INSTRUCTIONS TO BIDDERS AND INFORMATION FOR BIDDERS

1. Special Conditions: Special conditions included in the Bid Document shall take precedence over any provisions stipulated hereunder.
2. Applicable Laws: The Revised statutes of the State of Indiana, and all City ordinances insofar as they apply to the laws of competitive bidding, contracts, and purchases, are made a part hereof.
3. Workmen's Compensation: Insofar as Workmen's Compensation Act is concerned, the bidder or contractor agrees to furnish an official, certificate from the Industrial Board of Indiana, showing that he is in compliance with such law, whenever such certificates are required in the Bid Document.
4. Infringements and Indemnifications: The bidder, if awarded an order or contract, agrees to protect, defend, and save the City harmless against any demand for payment for the use of any patented material, process, article, or device that may enter into the manufacture, construction, or form a part of the work covered by either order or contract and he further agrees to indemnify and save the City harmless from suits or actions of every nature arising from description brought against it, in so far as account of any injuries or damage received or sustained by a party or parties, by or from any of the acts of the contractor, his servants, or agents.
- To the extent the bidder or contractor agrees to furnish adequate Fühile Liability and Property Damage Insurance, the amount of which will be determined by the City whenever such insurance is deemed necessary. When so required the types and amounts of insurance to be provided is set forth in the Bid Document.
5. Pricing: Prices should be stated in units of quantity, specified in the Bid Document. In case of discrepancy in computing the amount of the bid the unit prices quoted will govern.
6. Delivery: Quotations should include all charges, or delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder prices quoted will be considered as being based on delivery to the destination designated in the Bid Document and to include all delivery and packing charges.
7. Specifications: Unless otherwise stated by the bidder the proposal will be considered as being in strict accordance with the specifications outlined in the Bid Document.
References to a particular trade name, manufacturer's catalog or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of the City. They should not be construed as excluding proposals on other types of materials, equipment and supplies. However the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless a departure or qualification is clearly noted and described in the proposal.
8. Samples: Samples, when requested must be furnished free of expense to the City and if not destroyed, will upon request be returned at the bidder's expense.
9. Cash Discount: Time in connection with the discount offered, will be computed from date of delivery and acceptance at final destination or from date properly executed claim voucher received, if the latter date is later than the date of delivery and acceptance.
10. Taxes: The City is generally exempt from Federal Excise and Indiana State Sales Tax. Quotations must be separated to show the amount to be added for taxes of any kind if applicable. Prices should not include tax. The City will pay such taxes as are applicable to this purchase. Exemption forms will be furnished wherever necessary. Taxes wherever indicated and herein are applicable to this purchase will not be subject to any trade or cash discounts.
11. Bid Informalities and Rejection: The City reserves the right to waive informalities not inconsistent with law or to reject any or all bids.
12. Awards: Unless otherwise specified in the Bid Document the City reserves the right to accept any item in the bid. Unless otherwise stated in the Bid Document bidders may submit proposals on any item or group of items, provided however that the unit prices are shown as requested.
13. Payments: Partial payments may be made upon presentation of properly executed claim voucher unless otherwise stated in the Bid Document. The final payment will be made by the City when the materials, supplies or equipment has been fully delivered and accepted or the work completed to the full satisfaction of the City.
14. Bidder's Signatures: Each proposal form must be signed by the bidder with his usual signature. All signatures should be in full. Bids by partnership should include the names of the partners composing the partnership and must be signed by one or more of the partners in the following manner: "John Jones and James Smith d.b.a., Smith-Jones Company, by John Jones, a partner".
Bids by corporations must be signed with the names of the corporation, followed by the signature and designation of the president, vice-president, or person authorized to bind it in the matter.
15. The successful bidder, or contractor, agrees that he will comply with Indiana Acts 1961, chapter 208, section 10, being Burns Indiana Statute 40-2316-1964 supplement requiring such bidder, contractor, or his subcontractor not to discriminate with respect to hiring, tenure, terms, conditions, or privileges of employment because of race, color, religion, national origin or ancestry.
16. Unless otherwise specifically indicated under the individual listing in the legal advertisement or invitation to bid, all bids shall be subject to the following:
 - a) A Bid bond, deposit of cash, certified check or Bank Cashiers Check, in the amount specified, drawn on a solvent bank payable to the City of Fort Wayne or to the contracting division thereof.
 - b) The successful bidder will be required to furnish a bond or Certified Check on a solvent bank, payable to the City of Fort Wayne or to the contracting division thereof, in the amount specified in the notice of bids wanted or the invitation to bid, as a guarantee for the faithful performance thereof.
17. Submission and Receipt of Bids:
 - a) Proposals to receive consideration, must be received prior to the specified time of closing as designated in the invitation.
 - b) Bidders must use the Bid Document proposal form furnished by the City as none other will be accepted. Proposal forms must be returned intact. Removal of any part thereof may invalidate the bid.
 - c) Bidders are requested to use the Bid Envelope furnished by the City, or other similarly identified envelope to assure proper handling. Envelopes should be sealed when submitted with information on the face of the Bid Envelope to identify the bid, e.g., Bid Reference number and date of closing and City Agency involved.
 - d) Separate proposals must be submitted on each reference number.
 - e) Proposals having any erasures or corrections thereon may be rejected unless explained or noted over the signature of the bidder.

Accepted _____ Date _____ Board-Commissioner Dept. of Purchasing, etc.

Rejected _____ Date _____ Board-Commissioner Dept. of Purchasing, etc.

Specifications for One (1) New 1977 Four-Door Sedan, Including all equipment listed as Standard in manufacturer's printed literature describing the vehicle, unless superceded by special equipment specified herein.

<u>Item #1</u>	Base Price:	\$ 5083.00
	Freight:	\$ 110.00
1. Year:	1977 Full Size Four Door Sedan	\$ _____
2. Color:	Optional	\$ _____
3. Wheelbase:	121" Wheelbase Minimum	\$ _____
4. Engine:	V-8 (350 Cu. In. Minimum)	\$ _____
5. Transmission:	Automatic, 3 Speed	\$ _____
6. Oil Filter:	Standard	\$ _____
7. Air Filter:	Standard	\$ _____
8. Alternator:	To Produce 23 Amps at Idle	\$ STD
9. Battery:	Heavy Duty, 12 Volt	\$ 18.00
10. Tires (5):	Full 4 Ply Rated	\$ _____
11. Heater & Defroster:	Fresh Air	\$ _____
12. Mirror:	Remote control outside - Left Side	\$ 28.00
13. Lights:	Back Up	\$ _____
14. Directional Signals:	Automatic	\$ _____
15. Cigarette Lighter:	Standard	\$ _____
16. Glass:	Tinted	\$ 68.00
17. Windshield Wipers:	Dual Electric with Washers, 2 Speed	\$ _____
18. Power Steering:	Standard	\$ _____

Trade-In: Unit #300, 1976 Chevrolet
8 Cylinder, 4-Door Sedan \$ 90.00

Total One Car:	\$ 5307.00
Less Tax:	\$ 15.85
Less Trade-In:	\$ 90.00
Less Discount:	\$ 738.70
Total Net Price:	\$ 4462.45

Specifications - ContinuedBid as Optional - Item #1A

19. Air Conditioning:
Factory Installed: \$ _____
Less Tax: \$ _____
Total Net Price: \$ 401.00

Delivery Date: WILL HAVE IN STOCK 10 DAYS AFTER STRIKE, ETC.

Warranty: 12000 MILES OR 12 Mo.

SPECIFICATIONS QUESTIONNAIRE
Bidders Proposal - To Be Completed By
The Bidder

1. Year: 1977 Make: FORD Model: LTD
 2. Color: _____
 3. Wheelbase: 121
 4. Engine: 351 CU IN
 5. Transmission: CRUISEOMATIC
 6. Oil Filter: YES
 7. Air Filter: YES
 8. Alternator: H.D.
 9. Battery: 68 AMP
 10. Tires (5): STEEL RADIALS
 11. Heater & Defroster: YES
 12. Mirror: REMOTE
 13. Lights: YES
 14. Directional Signals: YES
 15. Cigarette Lighter: YES
 16. Glass: FULL TINTED
 17. Windshield Wipers: 2 SPEED
 18. Power Steering: YES
- Optional Item
19. Air Conditioning: _____

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA, {
- ALLEN COUNTY } SS:

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale or contract.

Ed. HARDICK

FLEET SALES MGR

Bidder or Agent

For ALLEN COUNTY MOTORS

Firm or Corporation

Subscribed and sworn to before me this 28th day of November, 1976

My Commission Expires

3/28/77

Jackie Evans

REQUEST FOR PUBLICATION

News	<input checked="" type="checkbox"/>
Sentinel	<input type="checkbox"/>
Journal	<input checked="" type="checkbox"/>
Gazette	<input type="checkbox"/>
Other	<input type="checkbox"/>

DATE September 20, 1976

Kindly publish the following
advertisément on the dates as
shown and issue invoice to *

* Department Street Engineering Department
Room 740 - City County Building
Address One Main Street - Fort Wayne, Indiana

Department of Purchases
City of Fort Wayne

By A. C. Lord

BIDS WANTED - REFERENCE NO. 739

Sealed Proposals will be received by the City of Fort Wayne at the
Office of Department of Purchases, Number One Main Street, Room
470, Fort Wayne, Indiana, until September 30, 1976 - Thursday - 10:00 A.M.
for the following items:

One (1) 1977 Full Size 4-Door Sedan

Each Bidder must submit a current 1976 written Affirmative Action Program with
his or her bid - or - have it on file with our E.E.O. Office for the current year.
Bid Forms, specifications, etc., may be obtained upon application at
the office and address given above.

A Bid Bond or Certified Check in the amount of \$ 5%
must be submitted with the bid.

Department of Purchases
City of Fort Wayne
By A. C. Lord
Director of Purchases

INSERT 1st RUN REPEAT 2nd RUN Type of Advertising Required

9-21-76

9-28-76

LEGAL NOTICE

PROPOSAL AND BID SURETY FORM

PROPOSAL:

In compliance with the foregoing invitation to bid and subject to all of the conditions thereof the undersigned offers and agrees, if this bid is accepted within a reasonable time from date of opening of bids, to enter into a contract in accordance with the prices stated herein.

The Legal Advertisement, General Conditions, Instructions to Bidders, Information for Bidders, Special Conditions, Specifications, and Plans applying form a part of this proposal.

This proposal is supported by the following bid surety as required by law and signatures affixed thereto constitute both a proposal and bid surety executed by the bidder.

BID SURETY (REQUIRED BY LAW):

BOND FORM: (USE THIS BOND FORM—NO ALTERNATE FORM OF BOND WILL BE CONSIDERED).

KNOW ALL MEN BY THESE PRESENTS, THAT we, the undersigned, are held and firmly bound unto the City of Fort Wayne, State of Indiana, in the sum of.....

Dollars,

to be paid on demand to said City of Fort Wayne, its successors and assigns for which payment well and truly to be made, we hereby bind ourselves, our heirs, successors, executors, and administrators, jointly and severally firmly by these presents.

The condition of this obligation is such that if the bid or proposal attached hereto and made a part hereof and submitted to the within named division of the City of Fort Wayne or its duly constituted agent, is accepted and a contract awarded to the undersigned bidder and the said bidder shall within ten (10) days after notice of said award enter into a contract with the said City of Fort Wayne, State of Indiana, and shall secure the performance of the same by bond or otherwise as may be required to the satisfaction of the City of Fort Wayne, Indiana then this obligation shall be null and void; otherwise to be in full force and effect.

BID CHECK (ALTERNATE FORM OF SURETY):

If corporate surety is furnished, it is necessary
that a certificate authorizing the "attorney-in-fact"
be in the bond accompanying the same.

TWO HUNDRED TWENTY FIVE DOLLARS

ATTENTION BIDDERS

Use This Form Only - DO NOT Substitute
Some other Form. (Use of any other
Form will disqualify your Bid.)

SIGNATURES (BID SURETY AND PROPOSAL):

Witnessed by:

**OTHER PARTIES INTERESTED IN
THIS PROPOSAL**
(See 14—Signatures under General Conditions, etc.)

List all Parties if Partnership

BIDDER
AND
PRINCIPAL

ALLEN COUNTY MOTORS INC
Name of Bidder—Print or Type

Ed Vanluek
Signature of Person Authorized to Sign

Title FLIGHT SALES MGR

Street Name and Number

500 W. MAIN ST

City, State and Zip Code

FT. WAYNE IND

Date SEPT 28 1976

Witnessed by:

SURETY

← See Cover Letter

Name of Company — Print or Type

Incorporated
In the State of:

Address:

By: _____

Sign on this Line

DEPARTMENT OF PURCHASES
Number One Main St., Ft. Wayne, Ind. 46802

INVITATION

Crookallous, subject to the conditions on the reverse hereof, are requested on the following list of materials, supplies, equipment or services, for the department as mentioned, with delivery to destination as shown below. Quotations shall include all charges for delivery, packing, etc. Address your reply as indicated below.

*Mail all replies and correspondence, etc. to Attn. of A.C. Lord - 423-7037

DEPARTMENT OF PURCHASES

Room 470, Number One Main St., Ft. Wayne, Ind. 46802

REQUIRED FOR DELIVERY TO:

Department or Division Street Engineering Department

Room 740 - City County Building

One Main Street - Fort Wayne, Indiana

RETURN ORIGINAL TO THE CITY — RETAIN DUPLICATE COPY FOR YOUR FILE

Closing Time of Bids Thursday - September 30, 1976 - 10:00 A.M.

TAXES: THE CITY IS EXEMPT FROM FEDERAL EXCISE AND INDIANA STATE SALES TAX. THE CITY'S INDIANA SALES TAX EXEMPTION CERTIFICATE NUMBER IS NO. 24508. PRICES SHOULD NOT INCLUDE TAXES. See "Instructions to Bidders" No. 10 on reverse hereof for details.

TAX EXEMPT (Unless otherwise indicated)

Quantity	Unit	Materials, Supplies, Equipment or Services	Unit Price	Total Amount
1		<p>1977 Full Size 4 Door Sedan as per attached specifications.</p> <p>All Specifications and Questionnaire must be fully completed for consideration.</p> <p>The Non-Collusion Affidavit and Proposal and Bid Surety Form must be properly signed and returned with your bid.</p> <p>Trade-In Vehicle may be seen by contacting Street Engineering Office, 423-7161.</p> <p>Each Bidder must submit a current 1976 written Affirmative Action Program with their bid - or - have it on file with our E.E.O. Office for the current calendar year. NOTE: Forms attached must be completed in full, if not on file in E.E.O. Office. <u>Specify Which:</u></p> <p>On File: <input checked="" type="checkbox"/> Attached: _____</p>		

Bid Bond required NO YES 5% Performance Bond NO YES

See Instruction Item No. 14 on reverse side hereof.

Terms % cash discount if paid within _____ days from delivery and acceptance of goods or completion of services.

PROPOSAL OR BID

In compliance with the above invitation for bids and subject to all conditions thereto, the undersigned offers and agrees, if this bid be accepted within a reasonable time from date of closing, to furnish any or all of the items or render such services upon which prices are quoted, in accordance with the specifications applying and at the price not opposite each item.

Delivery of any or all of the items or completion of services indicated shall be made within _____ days from receipt of order.

IMPORTANT

As delivery may be a deciding factor in the award of an order, it is important that bidders furnish the information requested above.

Sign Here:

HOFNER WHEEL CO.
 Name of Company
Paul R. Hofner President
 Title

Address 5701 E. 31st St. Ft. Wayne, Ind. 46802

City Ft. Wayne State Ind. Date Sept. 21, 1976

Page 1 of 8

Ref. No. 739

Date September 20, 1976

Date wanted _____

Fund Appropriation No. _____

GENERAL CONDITIONS, INSTRUCTIONS TO BIDDERS AND INFORMATION FOR BIDDERS

1. Special Conditions: Special conditions included in the Bid Document shall take precedence over any provisions stipulated hereunder.
2. Applicable Laws: The Revised statutes of the State of Indiana, and all City ordinances insofar as they apply to the laws of competitive bidding, contracts, and purchases, are made a part hereof.
3. Workmen's Compensation: Insofar as Workmen's Compensation Act is concerned, the bidder or contractor agrees to furnish an official certificate from the Industrial Board of Indiana, showing that it is in compliance with such law, whenever such certificates are required in the Bid Document.
4. Infringements and Indemnifications: The bidder, if awarded an order or contract, agrees to protect, defend, and save the City harmless against any demand for payment for the use of any patented material, process, article, or device that may enter into the manufacture, construction, or form a part of the work covered by either order or contract and he further agrees to indemnify and save the City harmless from suits or actions of every nature and description brought against it, in so far as on account of any injuries or damages received or sustained by a party or parties, by or from any of the acts of the contractor, his servants, agents.

To the extent the bidder or contractor agrees to furnish adequate Public Liability and Property Damage Insurance, the amount of which will be determined by the City whenever such insurance is deemed necessary. When so required the types and amounts of insurance to be provided is set forth in the Bid Document.

5. Pricing. Prices should be stated in units of quantity, specified in the Bid Document. In case of discrepancy in computing the amount of the bid the unit price quoted will govern.

6. Delivery: Quotations should include all charges or delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder, price quoted will be considered as being based on delivery to the destination designated in the Bid Document and to include all delivery and packing charges.

7. Specifications: Unless otherwise stated by the bidder the proposal will be considered as being in strict accordance with the specification listed in the Bid Document.

References to a particular trade name, manufacturer's catalog or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of the City. They should not be construed as excluding proposals on other types of materials, equipment and supplies. However the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless a departure or substitution is clearly noted and described in the proposal.

8. Samples: Samples, when requested must be furnished free of expense to the City and if not destroyed, will upon request be returned at the bidder's expense.

9. Cash Discounts: Times in connection with cash discount offered, will be computed from date of delivery and acceptance at final destination or from date properly executed claim voucher received, if the latter date is later than the date of delivery and acceptance.

10. Taxes: The City is generally exempt from Federal Excise and Indiana State Sales Tax. Quotations must be separated to show the amount to be added for taxes of any kind if applicable. Prices should not include tax. The City will pay such taxes as are applicable to this purchase. Exemption forms will be furnished wherever necessary. Taxes wherever indicated and shown are applicable to this purchase will not be subject to any trade - cash discounts.

11. Bid Informalities and Rejection: The City reserves the right to waive informalities not inconsistent with law or to reject any or all bids.

12. Award: Unless otherwise specified in the Bid Document the City reserves the right to accept any item in the bid. Unless otherwise stated in the Bid Document, bidders may submit proposals on any item or group of items, provided however that the unit prices are shown as requested.

13. Payments: Partial payments may be made upon presentation of properly executed claim voucher unless otherwise stated in the Bid Document. The final payment will be made by the City when the materials, supplies or equipment has been fully delivered and accepted or the work completed to the full satisfaction of the City.

14. Bidder's Signature: Each proposal form must be signed by the bidder with his usual signature. All signatures should be in full. Bids by partnership should include the names of the partners composing the partnership and must be signed by one or more of the partners in the following manner: "John Jones and James Smith, d.b.a., Smith-Jones Company, by John Jones, a partner".

15. The successful bidder, or contractor, agrees that he will comply with Indiana Acts 1961, chapter 208, section 10, being Burns Indiana Statute 40-2316-1944 supplement requiring such bidder, contractor, or his subcontractor not to discriminate with respect to hiring, tenure, terms, conditions, or privileges of employment because of race, color, religion, national origin or ancestry.

16. Unless otherwise specifically indicated under the individual listing in the legal advertisement or invitation to bid, all bids shall be subject to the following.

- a) A Bid bond, deposit of cash, certified check or Bank Cashiers Check, in the amount specified, drawn on a solvent bank payable to the City of Fort Wayne or to the contracting division thereof.

- b) The successful bidder will be required to furnish a bond or Certified Check on a solvent bank, payable to the City of Fort Wayne or to the contracting division thereof, in the amount specified in the notice of bids wanted or the invitation to bid, as a guarantee for the faithful performance thereof.

17. Submission and Receipt of Bids:

- a) Proposals to receive consideration, must be received prior to the specified time of closing as designated in the invitation.

- b) Bidders must use the Bid Document proposal form furnished by the City as none other will be accepted. Proposal forms must be returned intact. Removal of any part thereof may invalidate the bid.

- c) Bidders are requested to use the Bid Envelope if furnished by the City, or other similarly identified envelope to assure proper handling. Envelopes should be sealed when submitted with information on the face of the Bid Envelope to identify the bid, e.g., Bid Reference number and date of closing and City Agency involved.

- d) Separate proposals must be submitted on each reference number.

- e) Proposals having any erasures or corrections thereon may be rejected unless explained or noted over the signature of the bidder.

Date 19 as follows:

Date 19 as follows:

Date _____

Date _____

Date _____

Date _____

Accepted Board-Commissioner Dept. of Purchasing, etc.

Rejected Board-Commissioner Dept. of Purchasing, etc.

Specifications for One (1) New 1977 Four-Door Sedan, Including all equipment listed as Standard In manufacturer's printed literature describing the vehicle, unless superceded by special equipment specified herein.

<u>Item #1</u>	Base Price:	\$ 4,900.65
	Freight:	\$ 74.00
1. Year:	1977 Full Size Four Door Sedan	\$ 465
2. Color:	Optional - Lt. Blue or Dark Green	\$ 465
3. Wheelbase:	121" Wheelbase Minimum	\$ 116.00 113
4. Engine:	V-8 (350 Cu. In. Minimum)	\$ 120.00 148
5. Transmission:	Automatic, 3 Speed	\$ STD.
6. Oil Filter:	Standard	\$ STD.
7. Air Filter:	Standard	\$ STD.
8. Alternator:	To Produce 23 Amps at Idle	\$ STD.
9. Battery:	Heavy Duty, 12 Volt	\$ 17.00
10. Tires (5):	Full 4 Ply Rated	\$ SEE QUESTIONS
11. Heater & Defroster:	Fresh Air	\$ STD.
12. Mirror:	Remote control outside - Left Side	\$ 157.00
13. Lights:	Back Up	\$ STD.
14. Directional Signals:	Automatic	\$ STD.
15. Cigarette Lighter:	Standard	\$ STD.
16. Glass:	Tinted	\$ 69.00
17. Windshield Wipers:	Dual Electric with Washers, 2 Speed	\$ STD.
18. Power Steering:	Standard	\$ STD.

Trade-In: Unit #300, 1976 Chevrolet
8 Cylinder, 4-Door Sedan \$ 100.00

Total One Car:	\$ 5,200.65
Less Tax:	\$ -0-
Less Trade-In:	\$ -100.00
Less Discount:	\$ 777.88
Total Net Price:	\$ 4,322.77

Specifications - ContinuedBid as Optional - Item #1A

19. Air Conditioning:
Factory Installed: \$ 430.15

IF DESIRED Add \rightarrow Less Tax: \$ -0- Total Net Price: \$ 430.15

Delivery Date: 60 Days from Date
Purchase Order is received

Warranty: 12000 Miles or 12 Months whichever
comes first.

SPECIFICATIONS QUESTIONNAIRE

Bidders Proposal - To Be Completed By

The Bidder

1. Year: 1977 Make: Chevrolet Model: Impala 1/2 - 69
2. Color: ANY Standard - LT. Blue or dark green
3. Wheelbase: 116 inch. H.B.
4. Engine: 305- Custer with V8 Eng.
5. Transmission: 3-speed Automatic
6. Oil Filter: Standard
7. Air Filter: Standard
8. Alternator: 23 Amper at 9000 rpm
9. Battery: Heavy Duty 80 Amp Hi.
10. Tires (5): FR 780N16 Fiberglass Belts Radial
11. Heater & Defroster: Fresh Air
12. Mirror: L.H. Remote outside
13. Lights: Back up Standard
14. Directional Signals: Automated
15. Cigarette Lighter: Standard
16. Glass: Tinted glass All windows
17. Windshield Wipers: 2-Speed Clear Glass Wipers
18. Power Steering: Standard
- Optional Item
19. Air Conditioning: 4-Season factory installed

Reference No. 739**NON-COLLUSION AFFIDAVIT**STATE OF INDIANA,
ELKHORN COUNTY } SS:

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale or contract.

Carl G. Henneberger
Bidder or Agent

For HEENER CHIC INC
Firm or Corporation

Subscribed and sworn to before me this 29 day of May, 1926,

My Commission Expires

5-7-80

Danice Racine

PROPOSAL AND BID SURETY FORM

PROPOSAL:

In compliance with the foregoing invitation to bid and subject to all of the conditions thereof the undersigned offers and agrees, if this bid is accepted within a reasonable time from date of opening of bids, to enter into a contract in accordance with the prices stated herein.

The Legal Advertisement, General Conditions, Instructions to Bidders, Information for Bidders, Special Conditions, Specifications, and Plans applying form a part of this proposal.

This proposal is supported by the following bid surety as required by law and signatures affixed thereto constitute both a proposal and bid surety executed by the bidder.

BID SURETY (REQUIRED BY LAW):

BOND FORM: (USE THIS BOND FORM—NO ALTERNATE FORM OF BOND WILL BE CONSIDERED).

KNOW ALL MEN BY THESE PRESENTS, THAT we, the undersigned, are held and firmly bound unto the City of Fort Wayne, State of Indiana, in the sum of ~~One Thousand Three Hundred~~
~~Five Thousand Five Hundred Sixty Seven Dollars~~
~~Fourty~~ Dollars, to be paid on demand to said City of Fort Wayne, its successors and assigns for which payment well and truly to be made, we hereby bind ourselves, our heirs, successors, executors, and administrators, jointly and severally firmly by these presents.

The condition of this obligation is such that if the bid or proposal attached hereto and made a part hereof and submitted to the within named division of the City of Fort Wayne or its duly constituted agent, is accepted and a contract awarded to the undersigned bidder and the said bidder shall within ten (10) days after notice of said award enter into a contract with the said City of Fort Wayne, State of Indiana, and shall secure the performance of the same by bond or otherwise as may be required to the satisfaction of the City of Fort Wayne, Indiana then this obligation shall be null and void; otherwise to be in full force and effect.

BID CHECK (ALTERNATE FORM OF SURETY):
Certified

If corporate surety is furnished, it is necessary
that a certificate authorizing the "attorney-in-fact"
to sign the bond accompanying the same.

ATTENTION BIDDERS

Use This Form Only - DO NOT Substitute
Some other Form. (Use of any other
Form will disqualify your Bid.)

SIGNATURES (BID SURETY AND PROPOSAL):

Witnessed by:

**OTHER PARTIES INTERESTED IN
THIS PROPOSAL**
(See 14—Signatures under General Conditions, etc.)

List all Parties if Partnership

Witnessed by:

**BIDDER
AND
PRINCIPAL**

SURETY

H. H. Morrison Co., Inc.
Name of Bidder—Print or Type
By *Carl G. Morrison, Jr.*
Signature of Person Authorized to Sign
Title *Fleet Manager*
- 500 E. State St.
Fort Wayne, Ind. 46805
Street Name and Number
City, State and Zip Code
Date *9-28-76*

← See Cover Letter
Hartman and Associates Advertising Co.
Name of Company — Print or Type
Incorporated In the State of *Indiana*
Address *100 Federal Plaza*
By *Carl G. Morrison, Jr.*
Sign on this Line
Date *9-29-76*

TITLE OF ORDINANCE SPECIAL ORDINANCE - Civil City Purchase Order 34036

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS

8-26-10-42.

SYNOPSIS OF ORDINANCE Civil City Purchase Order 3-34036 to Hefner Chevrolet

in amount of \$4,752.92 provides for the purchase of one (1) 1977 4-door sedan
for the Street Engineering Department.

Thirteen dealers were invited to bid, but only two submitted bids -

Hefner Chevrolet ----- \$4,752.92 with Air Option

Allen County Motors ----- 4,863.45 " " "

(TABULATION AND BID DOCUMENTS ATTACHED)

EFFECT OF PASSAGE Replace 1967 vehicle

EFFECT OF NON-PASSAGE Unable to provide needed vehicle

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) Cost to City - \$4,752.92

ASSIGNED TO COMMITTEE Public Works